

DOUGLAS COUNTY, NV

2015-856587

Rec:\$18.00

\$18.00 Pgs=5

02/09/2015 09:03 AM

FIRST AMERICAN TITLE INSURANCE CO.- API

KAREN ELLISON, RECORDER

PARCEL NUMBER: #1420-34-310-010

I hereby affirm that this document does not
contain the Social Security Number of person(s).

As required by law: NRS 239B.030

(Source of law or rule)

Signed

Print Name: TONJA JAMES

RECORDING REQUESTED BY and RETURN TO:

ORDER #49429430

First American Order#49429430LA

TITLE OF DOCUMENT:

REAL ESTATE SUBORDINATION AGREEMENT

**This cover page must be typed or printed in black ink
Additional \$1.00 charged for recording cover page**

This instrument was prepared by:
Bank of America Subordinations Unit
4161 Piedmont Parkway
Greensboro, NC 27410

After recording return to:
Bank of America Subordinations Unit
4161 Piedmont Parkway NC4-105-01-38
Greensboro, NC 27410
Account #: 6818100324XXXX

Bank of America



Handwritten signature: HANDBDWA

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/07/2015, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of GREEN TREE SERVICING, LLC ("Junior Lien Holder");:

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 04/15/2004, executed by GEORGE M. FRAGER, JR., with a property address of: 2675 KAYNE AVE, MINDEN, NV 89423

which was recorded on 11/9/2004, in Volume/Book 1104, Page 03936, and Document Number N/A, and if applicable, modified on _____, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of DOUGLAS County, NV, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to GEORGE M. FRAGER, JR.

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of GREEN TREE SERVICING, LLC in the maximum principal face amount of or not to exceed \$ 179,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the original and/or maximum rate of % for a period not to exceed months]**, including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges which may accrue thereon, and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

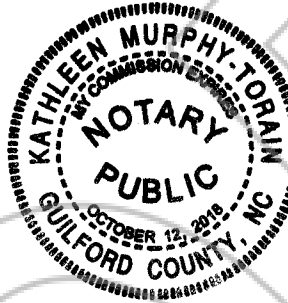
Bank of America, N.A.

Cristie Wiley 01/07/2015
By: Cristie Wiley Date
Its: Assistant Vice President

Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Seventh day of January, 2015, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Cristie Wiley, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



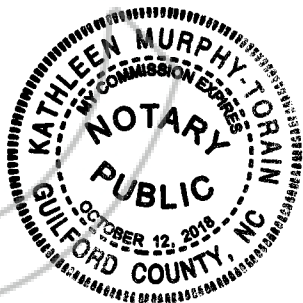
Kathleen Murphy-Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2018

This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Seventh day of January, 2015, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Cristie Wiley, the Assistant Vice President of Bank of America, N.A and that (s)he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



Kathleen Murphy-Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2018

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

Exhibit "A"

Real property in the City of **MINDEN**, County of **DOUGLAS**, State of **Nevada**, described as follows:

LOT 3, IN BLOCK 2, OF RE-SUBDIVISION OF PORTION OF ARTEMISIA RE-SUBDIVISION, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS, STATE OF NEVADA, ON APRIL 23, 1962, AS DOCUMENT NO. 19909.

Being all of that certain property conveyed to GEORGE M. FRAGER, JR. AN UNMARRIED MAN from GEORGE M. FRAGER, JR. AS HIS SOLE AND SEPARATE PROPERTY, by deed dated MARCH 19, 2004 and recorded MARCH 24, 2004 IN BOOK 0304, PAGE 11682 of official records.

APN #: 1420-34-310-010

Commonly known as: 2675 KAYNE AVE, MINDEN, NV 89423

FRAGER
49429430

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

NV

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING